

RECORDING FEE PAID \$ 1.25

7716 SEP 29 1970 REAL PROPERTY AGREEMENT

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SEP 29 1970 Mrs. C.

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the State and County of aresaid, Chick Springs Township, about two miles southwest from Taylors, lying on the west side of the Brushy Creek Road, being of tract No. 1 as shown on Plat of property of Eliza Phillips, Estate, said plat prepared by Dalton and Neves, Eng's' Marsh 1935, and being a part of the same land that was conveyed to me by deed from Bessie P. Elmore, Executrix, May 24th 19 , recorded in the office of the R. M. C. for Greenville County in Deed Book 129 at page 316, and having the following courses and distances, to wit:-

Beginning on a nail and stopper in the center of the said road, joint c orner of an additional strip being conveyed this day to Thomas R. Strange, and runs thence with the said road, S. 42-08 E. 67.5 feet to a nail and stopper in the said road; thence S. 34-58 E. 32.5 feet to a nail and stopper in the said road; thence S. 63-00 W. 18 feet to an iron pin on the west bank of the road, then continuing with the same course for a total distance of 200 feet to an iron pin; thence S. 89-45 W. 359 feet to a Post Oak Tree, 3 x o. m. joint corner of the Chas Phillips lands; thence with the common line of the Chas. Phillips lands and of tract No. 1 of the Eliza Phillips lands, N. 36-27 E. 100 feet to an iron pin on the said line and joint corner of the strip being conveyed to Thomas R. Strange; thence S. 88-05 E. 237.5 feet to an iron pin; thence N. 61-22 E. 200 ft. to the beginning corner (iron pin back on line 23 ft.) containing One Acre, more

Or less, hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.
5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.
6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Don B. Dillard x Paul Strange Jr

Witness Barbara B. Phillips x Rebecca G. Strange

Dated at: Greenville 9-25-70
Date

State of South Carolina
County of Greenville

Personally appeared before me Don B. Dillard who, after being duly sworn, says that he saw the within named P. W. and Rebecca Strange sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Barbara B. Phillips witnesses the execution thereof.

Subscribed and sworn to before me this 25 day of Sept 1970
Arthur H. Harris (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded September 29, 1970 At 4:00 P.M. # 7716

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 17 PAGE 585

SATISFIED AND CANCELLED OF RECORDED
13 DAY OF July 1973
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:03 O'CLOCK 2 P. M. NO. 1419